

SERVICE AGREEMENT

The Brick Warehouse LP ("The Brick")
FURNITURE SERVICE AGREEMENT
TERMS AND CONDITIONS, LIMITATIONS AND EXCLUSIONS

This Certificate contains all of the terms and conditions ("Terms"), limitations and exclusions ("Limitations and Exclusions") of The Brick's Blanket 5 Year Furniture Plan – **Service Agreement**, purchased and paid for as shown on your original invoice ("Invoice"), and is to be read together with the Invoice evidencing purchase of furniture for which it was purchased. One or more pieces of furniture on invoice for which warranty was purchased referred to herein as "Product". The customer(s) whose name(s) appear(s) on the Invoice is(are) referred to herein as "You." **IMPORTANT:** Carefully review this Certificate with Your Invoice and keep them secure, as both documents must be presented upon request for service to the Product. In consideration of You purchasing and paying for The Brick's Blanket 5 Year Furniture Plan ("Plan"), The Brick provides You the following two coverages under the Plan for a period of sixty (60) months commencing on the date of delivery of the Product to You ("Protection Period"): (1) the Furniture Service Agreement ("this Service Agreement") and (2) the Construction Warranty ("Warranty"). This Certificate contains all of the Terms and the Limitations and Exclusions applicable to this Service Agreement only. The terms and conditions of the Construction warranty is provided on a separate document. This Service Agreement provides coverage only for domestic or personal use of the Product within Canada during the Protection Period. The Brick's liability under this Service Agreement is strictly limited to its obligations expressly specified in this Certificate, and is subject to Your compliance with Your obligations set out herein. This Service Agreement provides for "In-Home" service on a limited basis. "In-Home" service is available within the boundaries of any municipality where The Brick operates a retail store or a distribution centre or warehouse ("Service Area"). If You live outside of a Service Area, "In-Home" service is not available; therefore, The Brick will cover shipping costs only within the boundaries of the nearest Service Area, and You are responsible for any additional transport and related charges required to service the Product under this Service Agreement. If You live outside of a Service Area, additional charges and/or fees may apply, in which case You will be advised of the estimated amount of such fees prior to the provision of any service under this Service Agreement.

Note that, should the Product become stained, You are responsible for the cost of professional cleaning of the Product. If professional cleaning does not remove the stain, The Brick, at its option is then responsible for removing the stain or replacing the material, or replacing the product subject to the Terms, Limitations, and Exclusions. Customer must contact the Brick within 72 hours of occurrence for any protected product.

Wood Furniture and Wood Type Finishes

If the Product is wood furniture, coverage under this Service Agreement is limited to:

Coverage for accidental stains from liquid marks or rings from food stains and beverages, ink, cosmetics and nail polish, as well as premature fading; and coverage for checking, lifting, cracking, warping and peeling of finish on solid wood/veneered/laminated furniture, including heat marks and liquid rings.

Fabric, Leather, Vinyl and Mattresses

If the Product is fabric, leather or vinyl furniture, coverage under this Service Agreement is limited to: Coverage for accidental staining from foods stains, beverages, normal household grease, human and pet saliva, urine, stomach fluids and blood as well as accidental stains caused by ballpoint pen ink, cosmetics, nail polish, and crayons. For leather finishes only we will extend the coverage to include cracking, peeling, accidental rips, cuts, tears, burns and punctures. Normal wear, wrinkling and fading should be expected and are not covered under this Service Agreement. Note that dye lot color variations between the Product and replacement parts are likely and are not covered under this Service Agreement. If the product is a mattress, coverage under this Service Agreement is limited to Coverage for accidental stains from household foods and beverages, human and pet saliva, urine, stomach fluids and blood.

Additional Limitations and Exclusions

You need to be aware of these specific Limitations and Exclusions, which are in addition to those Limitations and Exclusions specified elsewhere in this Certificate and apply notwithstanding anything else to the contrary. The benefits of this Service Agreement are available only to You, being the original purchaser of the Product and the Plan. This Service Agreement is not transferable.

This Service Agreement does not cover the following:

- Any defect(s), damage(s), repair(s) or service to the Product that is covered under the service agreement or warranty of the manufacturer of the Product, whether or not during the Protection Period;
- Any manufacturer's defects in the Product during the first year of the Protection Period;
- Any Product that is made of, or consists of, wicker or rattan furniture or components;
- Damages caused by failure to comply with the manufacturer's instructions for cleaning and use of the Product;
- Willful abuse, neglect or misuse of the Product including failure to file a claim within 72 hours of any accidental damage to the product;
- Damage to the Product caused by pets (other than body fluids);
- X coded fabrics and non-colorfast fabrics incorporated into the Product;
- Damage(s) and/or defect(s) listed on the Invoice if the Product was sold AS-IS;
- Any Product (including all damage(s) to and/or defect(s) of such Product, without limitation) if the Product was sold AS-IS and the Invoice does not expressly specify, with sufficient certainty in the product condition comments, the damage(s) and/or defect(s) by reason of which the Product was sold AS-IS;
- Repairs to the Product carried out by anyone other than authorized agents of The Brick, and damage(s) resulting there from;
- Fabric wear;
- Scratches how so ever caused;
- Normal soiling from everyday use including the accumulation of body perspiration and normal wear and tear;
- Variations to the appearance of the Product or of components or features of any nature whatsoever incorporated into the Product, that are attributable to the natural characteristics of the Product or components;
- Stains to the Product caused by non-approved cleaners;
- Stains to the Product caused by dyes, dye transfer, paint, bleach, wax, gum, acids or other corrosives;
- Pilling of fabrics incorporated into the Product;
- Factory distressing of the Product for appearance; Natural imperfections such as knot, worm holes and unusual grain patterns;
- Any commercial or rental use of the Product;
- Damage(s) to the Product caused by fraud, intentional acts or acts of God or of nature;
- Regular cleaning and maintenance as recommended by the manufacturer;
- Normal fading and discoloration howsoever caused including without limitation fading and discoloration from sunlight; Compression of foam is to be expected therefore not covered by this warranty
- Cracking or peeling of vinyl is not covered.
- Anything not expressly specified in this Certificate as being covered under the Plan.

Should The Brick determine that the Product cannot be repaired or cleaned, whether due to the unavailability of parts or otherwise, The Brick will replace the Product. Should the original product item no longer be available, you will be asked to reselect to a new similar replacement product, equal to the original purchase price. If the Product requiring replacement under this Service Agreement ("Component Product") is not available and was part of a matching set of Product and all pieces were purchased together and are covered under this Service Agreement, The Brick will replace the Component Product only and will credit You for the depreciated value of the matching undamaged and non-defective Product in an amount equal to the original purchase price of the undamaged and non-defective Product (excluding the cost of the Plan and any ancillary charges) less 20% during the first 0-11 months of ownership, less 40% from the 12th to 23rd month of ownership, less 60% from the 24 to 35th month of ownership, less 80% from the 36th to 47th month of ownership and less 100% for the 48th to 60th month of ownership. Under no circumstances will cash refunds be given in lieu of repair or replacement under this Service Agreement. If for any reason The Brick, at its option, supplies a replacement product under this Service Agreement ("Replacement Product") instead of repairing the original Product: (i) the coverage hereunder is then deemed to have been fully expended on all pieces notwithstanding the Protection Period, and (ii) You will not be refunded the cost of the Plan or any portion thereof (including this Service Agreement), and (iii) You must exercise Your option to purchase a new Plan for the Replacement Product in order to secure coverage for it. If after purchase you reselect a replacement product ("New Product") under the Product manufacturer's coverage the Plan can be transferred to the New Product at no additional cost to You provided that You purchase a bottle of fabric protection, leather conditioner or wood cream to validate such transfer.

The New "Blanket" Furniture Coverage Program

	Fabric	Leather	Mattress	Wood & Wood Type Finishes
Rips & cuts		✓		
Burns		✓		
Food stains	✓	✓	✓	✓
Beverage stains	✓	✓	✓	✓
Human body fluids	✓	✓	✓	✓
Pet body fluids	✓	✓	✓	✓
Pen ink, crayons, markers	✓	✓		✓
Nail polish	✓	✓		✓
Cosmetics	✓	✓		✓
Changes in luster				✓
Heat and liquid rings				✓
Premature fading				✓

TGW will not be required to perform any of its obligations under this Certificate and shall not be responsible for failing to do so if such obligations cannot be performed because of any circumstance (s) beyond the control of TGW, including but not limited to; unavailability of replacement parts, components or Products; non-existence of repair depot or unavailability of a service provider acceptable to TGW within reasonable proximity to You; strikes, lockouts or other labor disturbances; governmental order or restriction; fire, flood.

The foregoing is a summary of Service Agreement coverage provided for your convenience and quick reference only. In the vent of any inconsistencies between the summary and the Certificate, the provisions of the Certificate shall prevail.

CONSTRUCTION WARRANTY

The Brick Warehouse LP ("The Brick")
FURNITURE SERVICE AGREEMENT
TERMS AND CONDITIONS, LIMITATIONS AND EXCLUSIONS

This Certificate contains all of the terms and conditions ("Terms"), limitations and exclusions ("Limitations and Exclusions") of The Brick's Blanket 5 Year Furniture Plan – **Construction Warranty**, purchased and paid for as shown on your original invoice ("Invoice"), and is to be read together with the Invoice evidencing purchase of furniture for which it was purchased. One or more pieces of furniture on invoice for which warranty was purchased referred to herein as "Product". The customer(s) whose name(s) appear(s) on the Invoice is(are) referred to herein as "You." **IMPORTANT:** Carefully review this Certificate with Your Invoice and keep them secure, as both documents must be presented upon request for reliance on the Construction Warranty for the Product. In consideration of You purchasing and paying for The Brick's Blanket 5 Year Furniture Plan ("Plan"), Trans Global Warranty Corp. ("TGW") will provide two types of coverage under the Plan for a period of sixty (60) months commencing on the date of delivery of the Product to You ("Protection Period"): (1) the Furniture Service Agreement ("Service Agreement") and (2) the Limited Construction Warranty ("this Warranty"). This Certificate contains all of the Terms and the Limitations and Exclusions applicable to this Warranty only. The terms and conditions of the Service Agreement is provided on a separate document. This Warranty provides coverage only for non-commercial use of the Product within Canada during the Protection Period. TGW's liability under this Warranty is strictly limited to its obligations expressly specified in this Certificate and is subject to Your compliance with Your obligations set out herein.

Wood Furniture and Wood Type finishes, Case Goods and Wood Laminate Furniture – Structural Coverage

If the Product is wood furniture and wood type finishes, a case good or wood laminate furniture, coverage under this Warranty is limited as follows:

- structural defects of any frame construction, legs and moving parts (doors, drawers, drawer glides, leaf extensions);
- structural defects of brass, chrome and metals (including peeling or cracking of the finish);
- structural defects of assembled joints on solid wood, veneered or laminated furniture; and
- loss of silvering on mirrors.

Fabric, Leather, Vinyl and Mattresses - Structural Coverage

If the Product is partially or entirely made of fabric, leather or vinyl, coverage under this Warranty is limited as follows:

- structural defects of any frame construction and legs (including warping and frame breakage);
- breakage and bending of metal components and any other moving parts;
- structural defects of reclining mechanisms;
- structural defects of sleeper mechanisms;
- structural defects of integral electronic components (for example, vibrating motor in a recliner);
- sewing defects of the tape edge where the Product is a mattress.
- All removable seating cushion cores where there is a complete loss of resiliency

If the Product for which the Plan is purchased includes both a mattress and a waterproof mattress pad, the Protection Period under this Warranty for both will double to ten (10) years. If TGW or The Brick has any record either of refund of the Plan in respect of the mattress or the pad or of return of the pad, the Protection Period will be reduced back to the original five (5)-year period.

Limitations and Exclusions

You need to be aware of these specific Limitations and Exclusions, which are in addition to those Limitations and Exclusions specified elsewhere in this Certificate and apply notwithstanding anything else to the contrary. The benefits of this Warranty are available only to You, being the original purchaser of the Product and the Plan. This Warranty is not transferable.

This Warranty does not cover the following:

- Any abnormal wear and tear, fading or shrinkage of any fabric.
- Any defect(s), damage(s), repair(s) or service to the Product that is covered under the service agreement or warranty of the manufacturer of the Product, whether or not during the Protection Period;
- Any manufacturer's defects in the Product during the first year of the Protection Period;
- Willful abuse, neglect or misuse of the Product;
- Damage to the Product caused by pets (other than body fluids);
- Burns to Product;
- Damage(s) and/or defect(s) listed on the Invoice if the Product was sold AS-IS;
- Any Product (including all damage(s) to and/or defect(s) of such Product, without limitation) if the Product was sold AS-IS and the Invoice does not expressly specify, with sufficient certainty in the product condition comments, the damage(s) and/or defect(s) by reason of which the Product was sold AS-IS;
- Repairs of and/or cleanings to the Product carried out by anyone other than authorized agents of The Brick or TGW, and damage(s) resulting there from;
- Splitting of the seams of the Product where the product is a leather / vinyl match;
- Damage to the Product caused during or as a result of transit, moving, storage, relocating and/or delivery;
- Any commercial or rental use of the Product;
- Scratching of glass and mirrors;
- Damage(s) to the Product caused by fraud, intentional acts or acts of God or of nature; and
- Anything not expressly specified in this Certificate as being covered under the Plan.

Should TGW determine that the Product cannot be repaired or cleaned, whether due to the unavailability of parts or otherwise, TGW will replace the Products should the original item no longer be available, you will be asked to reselect to a new similar replacement product, equal to the original purchase price.

If the Product requiring replacement under this Warranty ("Component Product") is not available and was part of a matching set of Product and all pieces were purchased together and are covered under this Warranty, TGW will replace the Component Product only and will credit You for the depreciated value of the matching undamaged and non-defective Product in an amount equal to the original purchase price of the undamaged and non-defective Product (excluding the cost of the Plan and any ancillary charges) less 20% during the first 0-11 months of ownership, less 40% from the 12th to 23rd month of ownership, less 60% from the 24 to 35th month of ownership, less 80% from the 36th to 47th month of ownership and less 100% for the 48th to 60th month of ownership.

Under no circumstances will cash refunds be given in lieu of repair or replacement under this Warranty. If for any reason TGW, at its option, supplies a replacement product or authorizes and exchange of the Product under this Warranty for a replacement product ("Replacement Product") instead of repairing the original Product:(i) the coverage hereunder is then deemed to have been fully expended on all pieces notwithstanding the Protection Period, and (ii) You will not be refunded the cost of the Plan or any portion thereof (including this Warranty), and (iii) You must exercise Your option to purchase a new Plan for the Replacement Product in order to secure coverage for it.

The New "Blanket" Furniture Coverage Program

	Fabric	Leather	Mattress	Wood & Wood Type Finishes
Loss of silvering of mirrors				✓
Integral electronics components	✓	✓		
Cracking or peeling of finish		✓		✓
All moving parts	✓	✓		✓
Reclining mechanisms	✓	✓	✓	
All frame construction	✓	✓		✓
All removable cushion cores	✓	✓		
All sleeper mechanisms	✓	✓	✓	

TGW will not be required to perform any of its obligations under this Certificate and shall not be responsible for failing to do so if such obligations cannot be performed because of any circumstance (s) beyond the control of TGW, including but not limited to; unavailability of replacement parts, components or Products; non-existence of repair depot or unavailability of a service provider acceptable to TGW within reasonable proximity to You; strikes, lockouts or other labor disturbances; governmental order or restriction; fire, flood.

The foregoing is a summary of Service Agreement coverage provided for Your convenience and quick reference only. In the event of any inconsistencies between the summary and the Certificate, the provisions of the Certificate shall prevail.